

Form-XVI-A

"Certificate of amendment in Memorandum/By-laws of the Society under Sub-section (3) of Section 26 of the Haryana Registration and Regulation of Societies Act, 2012 "

(See rule 17(3))

**Certificate of amendment in the Memorandum/By-laws of the Society**

I hereby certified that [BriskLumbini Apartment Resident Welfare Association] (name of the society), which was registered on [2019-07-24 18:14:34] vide registration number [06-018-2019-03793] under Section 9(4) of the Haryana Registration and Regulation of Societies Act, 2012 and having duly passed a special resolution in terms of section 26(1) of the Act, the approval to the amendment in memorandum/by-laws of the Society is hereby granted as under:-

Clauses deleted	Clauses Amended	Clauses Added
2(a)	2(a)	NA

Given under my hand at [Gurgaon] this [01] day of (month) [Dec] (Year) [2021]



Sanjit Kaur  
Place:Gurgaon  
(Signature of the District Registrar )



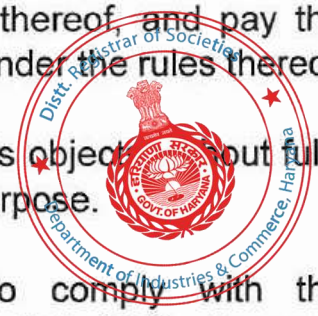
Verification Link: <https://haryanaindustries.gov.in/msme/verify/verifyamendmentcertificate/id/1266/ref/2019-09-0000234>

**AMENDED BYE-LAWS OF BRISK LUMBINI APARTMENT RESIDENT WELFARE  
ASSOCIATION**

**(II). Rules & Regulations of the Society/Association:**

**1. Short title and Introduction:**

- a) These bye-laws may be called the Bye-laws of the "**Brisk Lumbini. Residents Welfare Association**".
- b) The provisions of these bye-laws apply to the Brisk Lumbini Residents Welfare Association including all present or future owners, tenants, future tenants or their employees and for any other persons that might use the facilities of the building in any manner are subject to the regulations set forth in these by laws.
- c) The mere acquisition or rental or taking license of any of the independent Dwelling Units (hereinafter referred to as "units") of the building or occupancy of any of the said units will signify that these bye-laws are accepted, ratified and will be complied with.
- d) **Definitions:** In these bye-laws unless the context requires otherwise all words and phrases shall have the same meaning as defined under the Haryana Registration and Regulation of Societies Act, 2012 and Rules/Bye-laws framed thereunder and Haryana Apartment Ownership Act, 1983 read with the Rules of 1987 framed thereunder.
- e) **Haryana Apartment Ownership Act 1983:** The building located at Village Babupur, Sector-109, District Gurugram known as "**Brisk Lumbini**" is submitted to the provisions of the Act the rules made there under.
- f) **Affiliation:** Should there be any Federation of apartment owners in the locality in which the Brisk Lumbini Resident Welfare Association is situated, the Association may become a member thereof, and pay the sums from time to time payable to such Federation under the rules thereof.
- g) The Association shall not act beyond the scope of its object without fully amending the provisions of these bye-laws for the purpose.
- h) **Compliance:** These bye-laws are set forth to comply with the requirements of the Haryana Apartment Ownership Act, 1983. In case,



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any of these bye-laws conflict with the provisions of the said Act, it is hereby agreed and accepted that the provisions of the Act will apply.

- i) **Seal of the Association:** The Association shall have a common seal which shall be in the custody of the Secretary, and shall be used only under the authority of a resolution of a Board of Managers and every deed or instrument to which the seal is affixed shall be attested for or on behalf of the Association by two members of the Board and the Secretary or any other person authorized by the Association in that behalf.

## 2. The terms of admission of members:

- a) All persons who own an apartments in Brisk Lumbini and executed respective declarations under section 5 submitting their Apartments to provisions of the Act or having conveyance deed or sales deed shall be a member of the Association, and shall pay sum of Re 1/- (Rupee One only) as entrance fee and may purchase at least one share of the face value of Rs.100/- (One Hundred only) each. Each apartment owner shall receive a copy of the bye-laws on payment of Rs. 50/- (Rupees Fifty only) on demand.
- b) Upon any apartment owner selling his apartment or absolutely conveying the same by way of gift under his will or otherwise the purchaser or donee shall automatically become a member of the Association, and shall be admitted as member on payment of the entrance fee of ₹1/- (Rupee One Only). The shares held by an apartment owner shall be transferred to the name of such purchaser or donee on payment of ₹1/- (Rupee One Only) to the Association.
- c) On the death of an apartment owner, his apartment or his share in the apartment shall be transferred to the person or persons to whom he bequeaths the same by his will, or to the legal representatives of his estate, in case he has not made any specific bequest of the apartment. The name of the legatee or the names of legal representatives jointly shall be entered in the register of apartment owners maintained by the Secretary for the purpose of Administration, of the "**Brisk Lumbini**" as apartment owner or joint apartment owners. Where any legatee is a minor, the apartment owner shall be entitled to appoint a guardian of such minor.

## 3. The consequences of non-payment of subscription or fine:

No apartment owner shall be entitled to vote on the questions of the election of members of the Board or the President, Secretary, Treasurer or any other office



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Rajender Singh



bearer or be entitled to stand for election to such office if he is in arrears on the last day of the year in respect of his contributions for common expenses to the Association for more than 60 days.

**4. The fines and forfeitures to be imposed on any member:**

- a) The apartment owners shall be obliged to observe their duties and obligations as set out herein and any violation of the same shall make them liable to fine and/or forfeiture of their rights as may be determined by the Association at its meeting or by any special committee appointed by them in this regard.
- b) **Assessments:** All owners are obliged to pay monthly assessments imposed by the Association to meet all expenses relating to the "**Brisk Lumbini**", which may include an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake and other hazard or calamity. The assessments shall be made pro-rata according to the value of the unit owned, as, stipulated in the declaration. Such assessments shall include monthly payments to a General Operating Reserve and a Reserve Fund for Replacements.

**c) Maintenance and repair:**

- (i) Every owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the complex in entirety or in a part belonging to other owners, being expressly or in a part belonging to other owners, expressly responsible for the damages and liabilities that his failure to do so may endanger.
- (ii) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows lamps and all other accessories belonging to the unit area shall be at the expense of the apartment owner concerned.
- (iii) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault.

**d) Use of independent units – Internal changes.**

- (i) All units shall be utilized for the purpose indicated by the Grantor in the Deed of Declaration.



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Yoginder Singh



- (ii) An owner shall not make any structural modifications or alterations in the unit or installations located therein without seeking the permission of the notified Structural Engineer and Building Department of the Government of Haryana OR the Society/Association, as the case may be, in writing, through the President of the Board if no manager is employed. The Society/Association shall have the obligation to answer within thirty days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification alteration or installation. However such permission will never be granted under any circumstances which may alter/modify in any manner the façade, the colour scheme, the elevation or the usage of common areas including entry/exit from the unit in any manner and/or shall result in removal of replacement of load bearing walls, columns, pillars, shifting of internal pipeline etc.

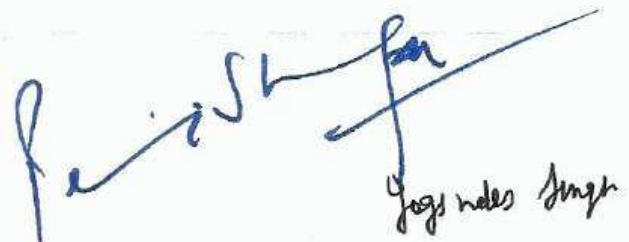
**e) Use of common areas and facilities and restricted common areas and facilities.**

- (i) An owner shall not place or cause to be placed in the lobbies vestibules, stairways, elevators and other areas of and facilities of a similar nature both common and restricted any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.
- (ii) Brisk Lumbini complex shall have **10** elevators devoted to the transportation of the owners and their guests or auxiliary purposes. Owners and tradesmen are expressly required to utilize exclusively a freight or service elevator for transporting packages, merchandise or any other objects that may affect the comfort or wellbeing of the passengers of the elevators dedicated to the transportation of owners, occupants and guests.

**f) Right of entry:**

- (i) An owner shall grant the right of entry to the Manager or to any other person authorized by the Board or the Association in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.
- (ii) An owner shall permit other owners or their representatives when so required, to enter his unit for the purpose of performing installation, alteration, or repairs to the mechanical or electrical services, provided, that requests for entry are made in advance and that such entry is at a



  
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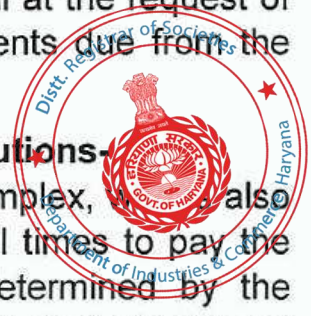
time convenient to the owner in case of emergency, such right of entry shall be immediate.

**g) Rules of conduct:**

- (i) No occupant of "**Brisk Lumbini**" shall post any advertisement or posters of any kind in or on the building except as authorized by the Builder/Association.
- (ii) Occupants shall exercise extreme care about making noises or the use of musical instruments, radios, television, and amplifiers that may disturb others. Occupants keeping domestic animals shall abide by the municipal sanitary bye-laws or regulations.
- (iii) It is prohibited to hang garments, rugs etc. from the windows, balconies, or from any of the facades of "**Brisk Lumbini**".
- (iv) It is prohibited to dust rugs, etc. from the windows, or to clean rugs, etc. by beating on the exterior part of "**Brisk Lumbini**".
- (v) It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas. If such installations are not provided, all garbage or trash shall be collected in vessel and thrown in the municipal dust bin.
- (vi) No owner, occupant or lessee shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units etc. on the exterior or that protrude through the wall or the roof of that condominium except as authorized by the Association.
- (vii) Notice to Association: An owner who mortgages his units, shall notify the Association through the Manager, if any, or the President of the Board in the event there is no Manager, the name and address of his mortgagee; and the Association shall maintain such information in book entitled "Mortgagees of Units".
- (viii) Notice of unpaid assessments: The Association shall at the request of a Mortgagee of a unit report any unpaid assessments due from the owner of such unit.

**h) Obligation to timely payment of all charges and contributions-**

Each and every owner of an apartment in the Housing Complex, who is also member of the Association, shall be under obligation at all times to pay the common maintenance charges and user charges as determined by the Association from time to time and the utility bills in respect of electricity and water consumption without being in arrears.



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- i) **Observance of duties and responsibilities**— The apartment owners shall be obliged to observe their duties and obligations as set out herein and any violation of the same shall make them liable to fine and / or for forfeiture of their rights as may be determined by the Association as its meeting or by any special committee appointed by them in this regard.
- j) **Enforcement of obligation**- In case any member is in arrears of payment of his obligations for a period of 60 days or more, the Board of Managers shall be competent to take all measures of the recovery of such arrears of the monthly maintenance charges, or, monthly utility bills ( electricity and related charges) and other user charges, including coercive measures by taking recourse to disconnection of electricity and water supply to the dwelling unit, blocking its sewage outflow, and denial of access to the use of common facilities including the lifts. However any coercive action will be taken only after serving legal notice and giving certain notice period to the owner to payup. Board of managers will ensure that if the payment is withheld due to some grievance, as conveyed by the owner via letter or email or during the meetings, the same is resolved and decision on such matters recorded in the Minutes of the meeting as well as communicated formally to such owner(s).

## 5. Categories of members of the Society/Association:

- (a) Category of the membership shall be homogenous and shall be restricted to only the owner of the apartment for the present.
- (b) Joint apartment owners: Where an apartment has been purchased by two or more persons jointly, they shall be jointly entitled to the apartment and the shares of the Association shall be issued in their joint names, but the person whose name stands first in the share certificate shall alone have the right to vote.
- (c) Holding of one share compulsory: Every apartment owner must hold at least one share of the Association (joint apartment owners holding the shares jointly)

## 6. Resignation and/or expulsion of Members/Officer bearers:

- (a) Any member, office bearer or manager may resign at any time of his/her own account.



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- (b) Subject to the disqualifications contained in clause No. 3&4 above, no member may be excluded or expelled from the Association or from participation in any of its proceedings.
- (c) **Removal of officers:** Upon an affirmative vote of a majority of the members of the Board any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

## 7. Formation of General Body:

- (a) **Designation:** The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Managers. The Board may appoint an Assistant Treasurer, and an Assistant Secretary and such other officers as in their judgment may be necessary.
- (b) **Election of officers:** The officers of the Association shall be elected as per law defined under Haryana Apartment Ownership Act, 2012.

## 8. Powers and Functions of the General Body:

- (a) **Powers and duties of Association:** The Association will have the responsibility of administering the complex, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the "**Brisk Lumbini**" in an efficient manner. Except as otherwise provided, resolutions of the Association shall require approval by a majority of owners, casting votes in person or as mentioned in the bye-laws
- (b) **Place of meetings:** Meeting of the Association shall be held at suitable place convenient to the owners as may from time to time be designated by the Association.
- (c) **Annual meetings:** The first annual meeting of the Association shall be held on within **90** days from the date of registration of Declaration. Thereafter the annual meetings of the Association shall be held on the third Sunday of the month of August in each succeeding year. At such meetings there shall be elected by ballot of the apartment owners a Board in accordance with the requirements of the bye-laws. The owners may also transact such other business of the Association as may properly come before them.



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(d) **Notice of Meetings**

- (i) A notice of 14 days, indicating the time, date and venue, shall be given to the members for any general meeting. Provided that such notice may be of a shorter duration if not objected by at least 1/3<sup>rd</sup> of the members.
- (ii) The notice of any general meeting sent by electronic mail to the email ID of the members shall be an accepted mode of service of such notice.
- (iii) A copy of the notice of every general meeting, annual or special, shall also be endorsed to the office of the District Registrar and/or the Housing Commissioner, as the case may be. A hard copy of the said notice may be sent to the concerned offices of the District Registrar and/ or the Housing Commissioner, if these offices are not electronically connected.

(e) **Quorum and Voting**

- (i) The quorum for every general meeting, annual or special, shall be 40% of the members.
- (ii) There shall be one vote for each apartment, which may be exercised by the joint member on authority of the member.
- (iii) Every vote, be it exercised by the member or by the duly authorized joint member, shall be cast in person.

Provided that the member may communicate such authority in favour of the joint member through electronic mail with a copy thereof duly endorsed to the Secretary of the Association.

(f) **Adjourned Meetings. –**

- (i) A general meeting of the Association may be adjourned if the quorum for such meeting is not complete.
- (ii) It shall be competent for the Board of Managers to convene an adjourned general meeting after a gap of not less than 48 hours of the meeting first convened and adjourned.
- (iii) If no quorum is present in the adjourned meeting, a total of members present shall constitute the quorum and the matters decided.



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Yoginder Singh



Meetings, Notice and Quorum of the General Body:

- (i) Quorum of the General body will be 40%, 25%, 15% as per HRRS Act 2012 amendment Act 2013 of the total members entitled to vote and present in person, subject a minimum of four members. In case of a meeting adjourned for want to quorum, for the adjourned meeting shall not be less than 10% of the total members, subject to a minimum of three. The general Body shall be competent to transact all business in such adjourned meeting except the consideration of any Special Resolution. Any Special Resolution can be passed in such adjourned meeting only if at least 25% of the total members of the Society are present.
- (ii) A meeting of the General Body of the society will be held as and when required. However, at least one meeting of the General Body of the Society, called as the Annual General Meeting, (AGM) will be held in a year, within six months the close of the financial year for consideration and adoption of the duly audited annual accounts of the society in addition to transaction of any other business of the Society as may be required.
- (iii) The Governing Body of the society may convene an extra-ordinary meeting of the General Body of the society at any time after giving due notice as prescribed hereunder, either of its own or within in 45 days of receipt of a written requisition along with reason for convening such meeting, for at least 1/10<sup>th</sup> of the members of the General Body.
- (iv) For any meeting of the General Body, a clear notice of at least 14 day along with a copy of the agenda of the business to be transacted, date, time & venue of the meeting will be given to the members of the General Body. A copy of such notice will also be endorsed to the District Registrar.
- (v) A meeting of the General Body may also be convened at shorter notice, if agreed to, by a majority (at least above 50% of the total members) of the members of the General Body.
- (vi) The proceeding of all meetings of the General Body will be recorded in the minutes-book (bound or in loose leaves) maintained separately for the propose by the Secretary and such minutes will be signed by the Chairperson of the meeting and the Secretary of the society.











(g) **Order of business:** The order of business at all meetings of the owners of units shall be as follows:

- (i) Roll call
- (ii) Proof of notice of meeting or waiver of notice
- (iii) Reading of minutes of preceding meeting.
- (iv) Reports of officers.
- (v) Report of the Housing Commissioner or the Registrar or of the Officer duly authorized by them, if present.
- (vi) Report of committees.
- (vii) Election of board of managers
- (viii) Unfinished business
- (ix) New business

(h) **Account details from Maintenance Agency-** Seek details of maintenance account, expenditure and collection details, for each apartment, from the Existing maintenance agency namely M/s Full Care Facility Management LLP (M/s FCFML) for the entire duration since the time the said maintenance agency had been handling society maintenance of Brisk Lumbini Terrace Homes, and also from any new Maintenance Agency engaged in future. Also to take necessary legal recourse in case the details are not shared or the shared details have financial irregularities.

## 9. Formation of Governing Body/Executive Committees:

- (a) **Management of Association:** The affairs of the Association shall be governed by a Board of Managers who shall be elected from amongst the apartment owners for a term of three years.
- (b) In the exercise of powers and discharge of the duties for the administration of the affairs of the Association, the Board of Managers may from time to time appoint the following or such other sub-committees as they may deem proper and necessary consisting of members of the Association, with such terms as it may deem fit-
- (c) The number of members of such sub-committees shall be as determined by the Board of Managers at the time of their appointments; and Board of Managers may co-opt, as a member of such Sub-committee(s) such specialists having expertise and experience as the Board may consider

Yogender Singh



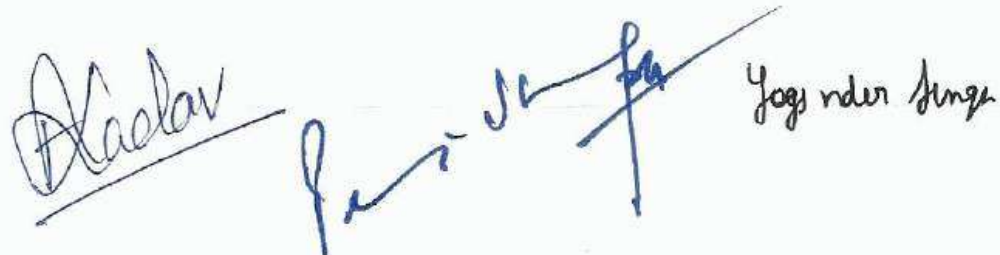
proper. The Sub-committee(s) so appointed shall furnish their findings and report to the Board of Managers as directed. Upon receipt of the report(s) from the Sub-committee(s), the Board of Managers shall consider the same and take appropriate decisions.

#### 10. The strength of the Governing Body including details of Office bearers:

- (a) There shall be ten (**10**) persons comprising the Board of Managers, who shall be elected from amongst members of the Association.
- (b) There shall be no specific hierarchy amongst or posts amongst office bearers of the Governing Body, which shall act collectively in the manner set out herein. However, the Board may employ for the Association a manager not being a member of the Governing Body at a compensation determined by the Board to perform such duties and services as the Board shall authorize
- (c) No member of the Governing Body of the Society/Association, shall be appointed to any salaried office of the Society/Association, or any office of the Society/Association paid by fees, that no remuneration shall be given by the Society/Association to any member of such Governing Body except repayment of out of pocket expenses and interest on money lent for premises/demises to the Society/Association.

#### 11. Mode of election of the Governing Body:

- (a) The Term of the Governing Body shall be **three years** from the date of approval of its election by the District Registrar;
- (b) The Governing Body will declare the Schedule of Elections and appoint the Returning Officer for conduct of elections and also notify/display a list of members of the General Body entitled to vote at least 45 days prior to the holding of the General Meeting for conduct of the elections. The Governing Body shall also send notices for holding elections of the Governing Body to all the members, conveying the date, time and the manner. The information w.r.t. holding of election for the Governing Body shall also be sent to District Registrar to appoint an observer, if he so desires.
- (c) Any objections qua the list of members of the Society entitled to vote shall be decided by the Returning Officer in consultation with the office-bearers of the Society. However, the decision of the Returning officer shall be final in the event of any difference of opinion. The Returning officer shall, thereafter, invite nominations to be filed within the period prescribed in the Schedule of elections, scrutiny and withdrawal of nominations, if any, for election of the office-bearers and the executive members of the Governing Body



Kishor Ravi Singh Yoginder Singh



**(I) Powers and Functions of the Governing Body:**

- (i) **Powers and duties of Board:** The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are not by law or by these bye-laws directed to be exercised and done by the owners.
- (ii) **Other duties:** In addition to duties imposed by these bye-laws or by resolution of the Association, the Board shall be responsible for the following that is to say:-
- Care, upkeep and surveillance of the “**Brisk Lumbini**” and the common areas and facilities and the restricted common areas the facilities; Determination and Collection of monthly maintenance charges from the owners;
- Designation, employment remuneration and dismissal of the personnel necessary for the maintenance and operation of the “**Brisk Lumbini**”, the common areas and facilities and the restricted common areas and facilities;
- To provide for the manner in which the audit and accounts of the Association, shall be carried out and maintained;
- Raise bills, receive the amount and deposit the same with the appropriate authority on account of monthly water and electricity bills, such bills will be calculated and prepared in line with the rates charges by the Government agencies (viz., DHBVN/HUDA/HSVP etc. as the case may be) to the Association;
- To inspect the accounts kept by the Secretary and /or the treasurer and examine the registers and accounts books and to take steps for the recovery of all sums due to the Association.
- To sanction working expenses, count cash balance and deal with other miscellaneous business;
- To see the cash book is written up promptly and is signed daily by one of the members of the Board authorized in this behalf.
- To hear and deal with complaints.
- (iii) **Removal of managers:** At any regular or special meeting duly called anyone or more of the managers may be removed with or without cause by a majority of the apartment owners and a successor may then and there be elected to fill the vacancy thus created. Any manager whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

Adar ~~Pischa~~ 4 Jagsden songs



(iv) **Fidelity Bonds:** The Board may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

(v) Meeting/quorums, Notices and Agenda of the Governing Body Meeting:

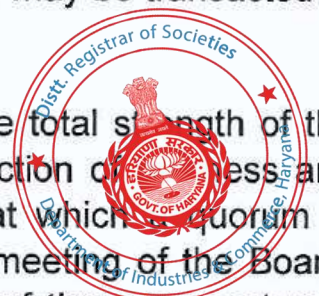
(a) **Organization meetings:** The first meeting of newly elected Board shall be held within **30** days of election at such places as shall be fixed by the managers at the meeting at which such managers were elected and no notice shall be necessary to the newly elected managers in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

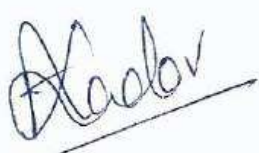

(b) **Regular meetings:** Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of managers but at least **two** such meetings shall be held during each year. Notice of regular meetings of the Board shall be given to each manager, personally or by mail or telegraph, at least three days prior to the day named for such meetings.

(c) **Special meetings:** Special meetings of the Board may be called by the President on three days' notice to each Manager given personally or by mail, or telegraph which notice shall state the time, place (as herein above provided) and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least three Managers.

(d) **Waiver of notice:** Before or at any meeting of the Board any Manager may, in writing waive notice of such meetings and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

(e) **Quorum:** All meeting of the Board, one third of the total strength of the managers shall constitute a quorum for the transaction of business and the acts of the Managers present at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn meeting, from time to time. At any such adjourned meeting, any



  
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business which might have been transacted at the meeting as originally called may be transacted without further notice, provided there is a quorum present.


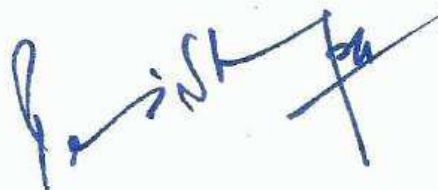
**(vi) Powers and duties of each of the office bearers separately:**

- (a) **President:** The President shall be the Chief Executive Officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties, which are usually vested in the office of the President of an Association.
- (b) **Vice President:** The Vice President shall take place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board so to act on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board.
- (c) **Secretary:** The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board may direct; and he shall, in general, perform all the duties incidental to the office of Secretary.
- (d) **Joint Secretary:** He shall assist the Secretary of the association in discharge of his duties and responsibilities.
- (e) **Treasurer:** The Treasurer shall be responsible for Association funds and securities and shall also be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposits of all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Managers.

**(vii) The manner for the investment of the funds, keeping of accounts and for an annual or periodical audit of accounts:**

- (a) **Funds:** Funds may be raised by the Association in all or any of the following ways, namely: -
  - (i) By share;
  - (ii) By contributions and donations from the apartment owners;



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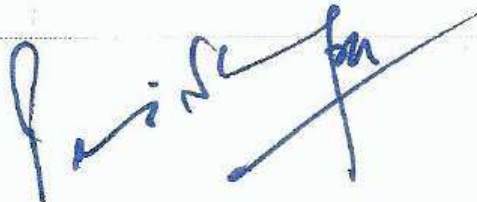
- (iii) From common profits which shall form the nucleus of the Reserve Fund;
- (iv) By raising loans, if necessary, subject to such terms and conditions as the Association, with the approval of the Competent Authority, may determine in this behalf.
- (b) **Investment:** The Association may invest or deposit its funds in one or more of the following: -
- (i). In the Central Co-operative Bank or in the State Co-operative Bank; or
  - (ii). In any of the securities specified in Section 20 of the Indian Trust Act, 1882 or
  - (iii). In any Co-operative Bank other than those referred to in clause (a) of this bye-law; or in any banking company approved for this purpose by the Association.
- (c) **Accounts:** - A banking account shall be opened by the Association into which all moneys received on behalf of the Association, shall be paid provided that the Secretary may retain in this personal custody an amount not exceeding ₹5000/- for petty expenses. All payments above ₹500/- shall be made by cheque signed by the Secretary and one member of the Board of Manager.
- (i). The Board of Managers shall maintain a pass-book in respect of every member in electronic or physical form containing particulars of the amount due from a member (in respect of common maintenance charges, utility bills, user charges, or any other demand), the payments made, the balance towards or against the member/ Association, receipt of profits from common areas, as the case may be. Copies of the accounts so maintained shall be made available to the association members on demand during the Annual General Meeting of the Association or at any stage.
  - (ii). The Association ( Board of Managers) shall on or before 31<sup>st</sup> July in each year publish an audited annual financial statement in respect of the common area and facilities containing:
    - a) The profit and loss account;
    - b) The receipts and expenditure of the financial year;



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Jaginder Singh



- c) A summary of the property and assets and liabilities of the common areas and facilities of the Association giving such particular as will disclose the general nature of these liabilities and assets and how the value of fixed assets has been arrived at.
- (iii). The Annual Accounts shall be submitted for Audit by a Chartered Accountant engaged by the Board, such Chartered Accountant not being a member of the Association or a close relative of any of the members. The audited financial statement shall be open to the inspection of any member of the Association during office hours and in the office of the Association and a copy thereof, shall be submitted to the competent authority not later than 31<sup>st</sup> August, every year.
- (iv). Every financial statement shall be accompanied by a complete list of apartment owners, along with the amount receivable from or payable to the members. There shall also accompany the financial statement a similar list of loanees. The financial statement shall state up to what date profits and expenses of common areas are included.
- (d) **Publication of Accounts and Reports:** A copy of the last financial statement and of the report of the auditor, if any, shall be kept in a conspicuous place in the office of the Association.
- (e) **Appointment of Auditor:** - The Association shall appoint at its general meeting, a registered Chartered Accountant or a Firm of Chartered Accountant as an auditor who shall audit the accounts of the Association to be prepared by the Board as herein before provided and shall examine the annual return, and verify the same with the accounts relating thereto and shall either sign the same as found by him to be correct duly vouched and in accordance with the law, or specially report to the Association in what respect he finds it incorrect, un-vouched or not in accordance with law.
- (f) **Power of Auditor:-** The auditor shall be entitled to call for and examine any papers or documents belonging to the Association covering complete scope of activities of Association, including those relating to the common areas and facilities (including limited common areas and facilities) and common expenses and shall make a special report to the Association on any matter connected with the accounts which appears to him to require notice. The Board of Management shall extend full assistance to the Auditor and make all such documents and records available to him as may be required for the same



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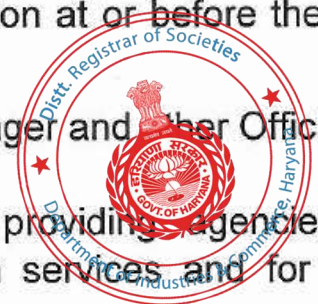
- (g) The income and property of the Society/Association shall be applied solely towards the promotion of the objects of the Society/Association as set forth in the Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly, to the members of the Society/Association.
- (h) The Society/ Association by its constitution is required to apply its profits, if any, or other income in promoting its objects.

**(viii) The manner of making, altering and rescinding Rules and Regulation: -**

**Amendment of bye-laws:** These bye-laws and Memorandum of Association may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by 3/5<sup>th</sup> of the owners present and voting.

Provided that where a member is unable to attend the meeting in person, he may communicate his concurrence or reservation to the amendment to the memorandum or the bye-laws as the case may be by electronic means or letter at least one day prior to the date of the meeting which shall be read out by the Secretary in the meeting.

- (ix) The manner of dissolution of the Society/Association and such other matters as may be thought expedient, having regard to the nature and objects of the Society/Association.
- a) The Association may not be dissolved or in any way superseded unless such motion is approved by owners through a special resolution passed in a General Meeting of the Association and approved by at least 3/5<sup>th</sup> of the member present and voting.
- b) If upon the winding up or dissolution of the Society/Association, there remains after satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the members of the Society/Association, but shall be given or transferred to some other institution having objects similar to the objects of the Society/Association to be determined by the members of the Society/Association at or before the time of dissolution.
- (x) Engagement of Agencies, Service Provider, Estate Manager and other Officials
- a) The Board may engage one or more service providing agencies for performance of such functions or delivery of such services and for such compensation as it may determine for the purpose.



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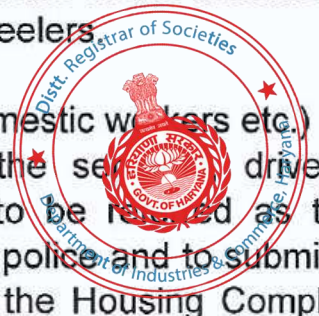
- b) The Board may engage or employ individuals, on full-time or part-time basis in the employment of the Association, for a remuneration or compensation as determined by the Board, and performance of such duties and services as may be decided by the Board.
- c) In case a Service provider(s) is/are engaged by the Association, the selection of such service provider(s) would be based on lowest bidder for the set of services being sought. Association is fully empowered to replace the service provider in case of failure on part of Service Provider to deliver the contracted services.

**12. Parking of Vehicles:** The apartment owners/ residents/ tenants shall follow the following guidelines in this behalf ;

- a) As car parking slots are earmarked for each apartment, parking stickers shall be issued for each apartment for regular overnight parking of vehicles inside the building complex. These stickers will be displayed on the front windscreen of the cars of the residents.
- b) Entrance and parking of any additional vehicle on a regular basis for any apartment inside the Complex will be regulated by the Board of Managers.
- c) It is expected that every owner/resident shall park or use to be parked his cars at the assigned parking slot specifically allotted to an apartment.
- d) All the apartment owners and residents are expected to ensure that their vehicles or taxis are not parked in the main drive-way except for drop and pick-up facility of the passengers;
- e) The rear-setback area of the complex may be used as the floating car parking space during the day time only;
- f) No owner or resident shall park or allow his vehicles to be parked in the drive-ways/ pathways demarcated for the movement of vehicles in the basement, or park two-wheelers in the area earmarked for four-wheelers

**13. Domestic Staff** (servants, drivers, cleaners, cooks and domestic workers etc.)

- a) Apartment owners/ residents are required to get the servants, drivers, cleaners, cooks and domestic workers (henceforth to be referred as the domestic staff) employed by them verified by the local police and to submit a copy of the police verification to the Board. Entry to the Housing Complex may be denied to the domestic staff not verified by the local police.



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*Yoginder Singh*



- b) The names and other particulars of the servants, drivers and domestic staff employed by the residents should be supplied by them to the Board. The Board shall issue identity cards to them that must be carried by the domestic staff while in the Complex. On termination of the employment of any member of their domestic staff, it shall be the responsibility of the owner/resident to inform the Board and to return the identity card.
- c) The domestic staff is prohibited from using the common areas for recreation, assembly or sitting unless accompanied by the residents. Domestic staff will use only the areas earmarked for them in the Complex area.

Adar

Rishi

